

**-WINNEBAGO COUNTY-
FAMILY COURT SERVICES AGREEMENT**

- As I enter mediation, I understand that the responsibility to make final decisions about custody and placement of our child(ren) will remain with us, the parents. I understand that the mediator(s) are neutral and will not determine my custody or physical placement plan, but may provide information about options and alternatives.
- I understand that mediation is private and confidential. The details of mediation should not be repeated to anyone, with the exception of my private attorney, unless the mediator(s) agrees that there is a necessary reason for that disclosure. Anyone with whom I share information, in that context, needs to understand that our private discussions should remain private. I understand that the mediator(s) may not reveal the specific details of the mediation to anyone, except for the outcome. I further understand that if new allegations of child abuse or neglect emerge during a mediation session and/or if there is a threat to harm made by one client towards another, the mediator(s) are required to report this to the appropriate authorities.
- I understand that mediation is intended to be transparent amongst the parents. I further understand that the mediator will share relevant information with parents if shuttle mediation/caucus is used during the course of mediation.
- I understand that the mediator(s) will determine the effect of certain issues that may impact parent's abilities to mediate successfully (i.e. child abuse/neglect, spousal abuse, sexual abuse, etc.).
- I understand that mediation sessions will normally involve the natural parents only. Exceptions to this may be discussed on a case-by-case basis with the consent of both parents and at the discretion of the mediator(s).
- I understand that a flat fee of \$150 will be charged to each parent if mediation goes beyond the first session. I further understand that I may request a fee waiver form if I believe I am unable to pay for services. **This form must be completed, notarized and returned to the office of Family Court Services no later than two weeks from the date the mediation concluded.** I can expect a response letter informing me if I qualify or not. An order for payment of the \$150 will be prepared once the two week grace period has expired. **Once this order has been prepared the waiver forms will not be accepted.** I understand that Family Court or the County may use any means at its disposal to collect the unpaid debt that is not made in a reasonable time period.
- I understand that mediation sessions will not be cancelled, except in the case of an emergency. If that happens, the cancelling parent has the obligation to notify the mediator(s) and the other parent.
- I understand that if a temporary order has been issued pertaining to legal custody and/or physical placement while mediation is on-going and a party wishes to file a motion for modification, said party must first give notice to the Director of Family Court Services and to the Family Court Commissioner.
(Summarized from Local Court Rule 3.19 – Special Rules Concerning Mediation)
- I understand that mediation ends when a new agreement is reached or an impasse occurs. An impasse involves a situation in which an honest attempt has been made by all involved, but has not resulted in an agreement. **Only the mediator(s) can declare an impasse.**
- I have read and understand the above agreement.

Client Signature

Date

Client Signature

Date

Mediator Signature

Date